



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and [Insert at award stage]
(Reg No. _____)

for [•]

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Title of the Contract

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A or C	The offered total of the Prices exclusive of VAT is	R [•]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17 Low service damages
		X18 Limitation Liability
		X19 Task Order
		Z: <i>Additional conditions of contract</i>

of the NEC3 Term Service Contract April
2013¹ (TSC3)

10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Kriel Power Station
11.2(13)	The <i>service</i> is	Horticulture and Ground maintenance
11.2(14)	The following matters will be included in the Risk Register	[•]
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1day
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[•] 4 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is	[•]5 years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

50.1	The <i>assessment interval</i> is	between the 10th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	[•]4 weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. [•]</p> <p>2. [•]</p> <p>3. [•]</p>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies

		<i>From_1_April_2014_To_31_March_2015.aspx</i> (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	[•]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	[•]
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500000(FivehundredthousandRands)..
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation
X1.1	The <i>base date</i> for indices is [•].
	The proportions used to calculate the Price Adjustment Factor are:
	proportion linked to index for Index prepared by
	0. [•] [•]
	0. [•] [•]
	0. [•] [•]

		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		

	damage to the <i>Employer's</i> property is limited to	insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•]2 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	[•] days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person

without the written consent of the *Employer*.

- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it

is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including
CVs) are in _____.

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is R _____
C	Target contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(20)	The tendered total of the Prices is R _____
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in _____

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the Contractor}

(the *Contractor*), for

{Insert details of the works from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sir

Performance **Bond – Demand Guarantee**: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]

1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]

1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted]

1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]

1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].

1.6 “Expiry Date” - means the earlier of

the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or

the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom

1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);

1.8 “Services” - means [insert as applicable].

2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:

- 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;
- 3.2 state the amount claimed ('the Demand Amount');
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____
Bank's seal or stamp

Witness: _____

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Pro-FormaASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [●] [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 "*Contractor*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
 - 1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
 - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.9 "Project" – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");

- 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

Witness: _____ Witness: _____
Bank's seal or stamp

PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

2. Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

3. Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
Understands the function of the Price List and how work is priced and paid for;
Is aware of the need to link operations shown in his plan to items shown in the Price List;
Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

4.1. Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

GROUND MAINTENANCE AND HORTICULTURE SERVICES FOR A PERIOD OF FIVE YEARS AT KRIEL POWER STATION

	Description	Frequency	Unit	Qty	Rate	Amount
100	Preliminary & Generals					
101	Site -establishment		Sum	1		
102	Transport		Monthly	60		
103	Health & Safety File		Sum	1		
104	Medicals		Yearly	5		
105	PPE & Covid 19 Consumables		Yearly	5		
106	Site Supervisor(1)		Monthly	60		
107	Saffety Officer (1)		Monthly	60		
108	Site de-establishment		Sum	1		
	TOTAL-P&G's					
<u>200</u>	<u>WORKS INFORMATION</u>	-	-	-	-	-
201	Establishment of indigenous plants garden at the Horticultural section approximately 450sqm & Supply 10 trays of indigenous plants.	Monthly	Month	60		

202	Mowing of veld grass, starting at Bethal Road, continuing along Vaalpan Road(both sides of the road) up to the fence and stopping at the turn off to Matla service road for a Total Area of 6.1426Hectares	Monthly	Month	60		
203	Mowing of veld grass starting at intersection of Vaalpan Road to Matla both sides up to the fence for a distance of 3Km for a Total Area of 6.5893 Hectares	Monthly	Month	60		
204	Mowing of veld grass starting at Vaalpan Road and continuing across veld area, ending at married quarters up to entrance road.(The total length of area along Vaalpan Road is about the distance of between the first six poles-see corner posts. Total area is 9.2643	Monthly	Month	60		
205	Mowing of veld grass both sides of entrance road, 5m wide starting at Vaalpan road and ending at corner of security fence for a Total Area of 4,922.00 m2	Monthly	Month	60		
206	Mowing of veld grass to the right of entrance road up to security fence for a Total Area of 4.3454 Hectares	Monthly	Month	60		

207	Mowing of lawn at entrance road starting in line with the corner of security fence both sides of the road up to the main gate to a Total Area of 1.4176 Hectares	Weekly	Each	240		
208	Vlei area to left of the road to be cut for a Total Area of 3.080 Hectares m2	Monthly	Month	60		
209	Mowing of contractor's entrance gate lawn area for a Total Area of 357.75 m2(twice a month for 5 years	Twice per Month	Month	60		
210	Mowing of helipad area including around old kennels up to Sand Ridge and along the front workshops up to water tank for a Total Area of 2.5102 Hectares	Weekly	Each	240		
211	Mowing of lawn in front of the workshops (EMD) up to the Engineering Building for a Total Area of 3.729.17 m2 (twice a month for 5 years months)	Twice a Month	Month	60		

212	Mowing of lawn around windmill park extending around ablution blocks, laboratory, across pipelines, around medical centre up to pipeline trench on the Northern side and continuing up to picket fence on other side of canteen for a Total Area of 2.5434 Hectares	Weekly	Month	240		
213	Mowing around Soweto Building up to concrete road – area within picket fencing for a Total Area of 3,694.56 m2 (Twice a month for 5 years)	Twice a Month	Month	60		
214	From Fast Food Store, following white wall including Rotek, up to end of white wall for a Total Area of 8,225.94 m2 -(Twice a month for 5 years)	Weekly	Each	240		
215	Next to Unit 6 to Stop Street on left and on the right, the total area round the Southern Pump Station, extending to the Security fence and the embankment next to contractors yard. The total area around cooling towers. All for a Total Area of 8.1695 Hectares	Monthly	Month	60		

ESKOM HOLDINGS SOC Ltd PROJECT OR CONTRACT TITLE					CONTRACT NO. _____	
216	Mowing of side walls around contractors' yard for a Total Area of 7,920.61 m2	Monthly	Month	60		
217	Mowing of veld grass West of HV yard up to security fence, extending to the horticulture depot including around pump house for a Total Area of 14,5854 Hectares	Monthly	Month	60		
218	Mowing of HV yard road for a Total Area of 4 (Six times in a year),410.00 m2	Monthly	Month	60		
219	Area from ash line drive including area between coal staithes to be mowed and un-accessible areas sprayed for a Total Area of3.6247 Hectares (Six times in a year)		Each	30		
220	Mowing of lawn West of Power Station up to ash lines and rotavator road for a Total Area of 10.3564 Hectares (Twice a month)	Twice a Month	Month	60		
221	Mowing of raw water embankments for a Total Area of 16.2378 Hectares	Monthly	Month	60		
222	Mowing of area around portable water pump house between road and pipeline for a Total Area of 2.2542 Hectares(Twice a month)	Twice a Month	Month	60		

223	Mowing rough area between raw water dam up to security fence for a Total Area of 7.6701 Hectares (Twice a month)	Twice a Month	Month	60		
224	Mowing behind MMD workshop for a Total Area of 3,577.79 m2 (Twice a month)	Twice a Month	Month	60		
225	Mowing of embankments behind stores for a Total Area of 1,634.00 m2	Monthly	Month	60		
226	Area between fence and coal staithe for a Total area of 3,1556 Hectares (Once a month)	Monthly	Month	60		
227	Mowing lawn from parking area, up to transformer box both sides of the road, 5m including triangle for a Total Area of 9,741.38 m2 (Twice a month)	Twice a Month	Month	60		
228	Mowing old Kwanala Hostel area for a Total Area of 2.6655 Hectares / Leaf raking old hostel and high-profile areas (in Winter) – 2.6655 Hectares (Twice a month).	Twice a Month	Month	60		

229	Mowing area outside park area Kwanala Hostel (including Kwanala Hall) for a Total Area of 2,740.59 m2 Hectares / Leaf raking old hostel and high-profile areas (in Winter) – 2,740.59 m2 Hectares (Twice a month)	Twice a Month	Month	60		
230	Mowing lawn from parking area, up to transformer box both sides of the road, 5m including triangle for a Total Area of 9,741.38 m2 (Twice a month)	Twice a Month	Month	60		
231	Mowing old Kwanala Hostel area for a Total Area of 2.6655 Hectares / Leaf raking old hostel and high-profile areas (in Winter) – 2.6655 Hectares (Twice a month)	Twice a Month	Month	60		
232	Mowing area outside park area Kwanala Hostel (including Kwanala Hall) for a Total Area of 2,740.59 m2 Hectares / Leaf raking old hostel and high-profile areas (in Winter) – 2,740.59 m2 Hectares (Twice a month)	Monthly	Month	60		
233	Mowing of sports fields for a Total Area of 3.9557 Hectares (Twice a month)	Monthly	Month	60		

234	Married Quarters sidewalks to be mowed including area between married quarters and single quarters for a Total Area of 4,906.56 m2(Twice a month)	Monthly	Month	60		
235	Mowing of lawn inside of sewerage farm and applying of chemical edging for a Total Area of 4,559.85 m2(Twice a month)	Monthly	Month	60		
236	Mowing airport (fence to fence) for a Total Area of 19.7453 Hectares	Monthly	Month	60		
237	Irrigation of flower beds for a Total Area of 7685 m29 (Twice per month)	Weekly	Each	240		
238	Removal of unwanted growth from flower beds for a Total Area of 7685 m2 inside and outside of Power Station	Weekly	Each	240		
239	Pruning and thinning out of flower beds and trees inside and outside of Power Station (dead trees and shrubs to be removed)	Monthly	Month	60		
240	Supply and apply compost to flower beds 7685 m2 spring and autumn	Twice per year	Each	10		
241	Apply fertilizer AS PER RECOMMENDATION	Twice per year	Each	10		

242	Supply of pot plants and maintaining of plants at 6 top management offices, main building entrance, security entrance (15 plants)	Twice Per year	Each	10		
243	Supply Annuals: inside the Power Station next to Unit 1, medical centre, electrical department and main building, and outside of main kitchen (380 x 6 trays)	Twice per year	Each	10		
244	Supply Annuals: outside Security gate and circle, triangle, 2 gardens on left and ball feature garden, Kwanala Hall gardens and pots 7685 m2	Twice per year	Each	10		
245	Chemical Application / spraying pipelines 1m either side of pipes using Glyphosate and keeping them clean at all times (Pipelines on surface = 1,5894 Hectares; Pipelines in trenches (ash) 7,938.70 m2, Pipelines in trenches (other) = 2,265.00 m2) to be kept clean at all times	Monthly	Month	60		
246	Chemical application to Security Fence: Total Area inside fence including 5m on either side – 6.5492 Hectares to be kept clean at all times.	Monthly	Month	60		

PROJECT OR CONTRACT TITLE						
247	Chemical application to Hard Surface Areas, Parking Areas and Stores Yard 4.5021 Hectares to be kept clean at all times	Monthly	Month	60		
248	Chemical application - Transformer Yards – Unit 1-6 for Mini Transformers to be kept clean at all times – 313.86 m2	Monthly	Month	60		
249	Rough area between Kwanala and sewerage farm from road up to married quarters in line of sewerage farm and 2 meters around sewerage farm except the back fence of the sewerage farm. Including cutting of 5m on other side of road for a Total Area of 5.986 ha to be cut	Monthly	Month	60		
250	Cutting 10 x 10 meter around instrumentation at maturation ponds (silt plant) for a Total Area of 700 m2	Monthly	Month	60		
251	Ploughing of fire breaks at Zebra Camp and Security Fence for a Total Area of 23 500m x 4 m to be done Every second month.	Monthly	Month	60		

ESKOM HOLDINGS SOC Ltd PROJECT OR CONTRACT TITLE					CONTRACT NO. _____	
252	Cleaning and spraying of conveyor south security gate to mine 2mx2m both sides of conveyor	Monthly	Month	60		
253	Replacement of plastic bags in concrete dust bins inside Power Station daily (30 bins and Plastic bags free issue by Eskom)	Daily	Each	55800		
254	Mowing of veld grass old tin shack area 2,55 ha and invader control (coal stock yard dam)	Monthly	Month	60		
255	Cut rough grass at Vaalpan 1,25 ha	Monthly	Month	60		
256	Cut rough area south of Power Station from security fence up to coal stock yard and conveyor – 3,5 Hectare	Monthly	Month	60		
257	Control and spraying of invader plants on site, Vaalpan and Maturation Pond e.g. pampas grass and black wattle trees and cutting of reeds	Monthly	Month	60		
258	Grass cutting on South West Security fence. Start from Vaalpan service road up to security South gate 5 km x 5m every 2nd month	monthly	Month	60		
259	Cut and clean empty contractor yards – 1 hectare	Monthly	Month	60		

ESKOM HOLDINGS SOC Ltd PROJECT OR CONTRACT TITLE					CONTRACT NO. _____	
260	Cutting of the grass and reeds at the following areas, office area; ERI Office, AWR pump house, workshop and pipelines 46,215m ²	Monthly	Month	60		
261	AWR dams area. 23,800m ² + (1.210m x 5m) 6,050m ² = 29,850m ²	Monthly	Month	60		
262	AWR pile lines from mine workshop bridge to AWR sump pump; 1,950m x 6m = 11,700m ²	Monthly	Month	60		
263	Coarse Ash lines and 18 A & B ash conveyor belts DB Box to Eskom security fence – 15,300m ²	Monthly	Month	60		
264	Coarse Ash lines and 18 A & B ash conveyor belts DB Box to Eskom security fence – 15,300m ² 18 A & B Ash Conveyor belts – at the mines side 1,000m x 4 = 4,000m ² 15,300m ² + 4,000m ² = 19,300m ²	Monthly	Month	60		
265	Overhead power lines – From ERI, Ash Dam office to Duck Pond 2700m x 5m = 13500m ² cutting of grass and trees	Monthly	Month	60		

PROJECT OR CONTRACT TITLE						
266	Overhead power lines (cutting of grass and trees) – From Eastern Wing Dam office to Cut 1 & 2 1600m x 5m = 8000m ²	Monthly	Month	60		
267	V-DRAINS (1978,7m by 45,2m) To remove weed, grass and debris	Monthly	Month	60		
268	WORKSHOP AND OFFICE AREA -ROSHKON (390.4m by 35m): To cut the grass around the workshop and office space (twice monthly)	Monthly	Month	60		
269	Cleaning of concrete basements 24m ²	Monthly	Month	60		
270	Cut grass and weed spraying at the HUB in town	Monthly	Month	60		
	TOTAL SECTION B					
		Frequency				
300	SECTION C -OUTSIDE					
301	Office area; ERI Office, AWR pump house, workshop and pipe lines; 46,215 m²	60	m ²	46 215		
302	AWR dams area; 29,850 m²	50	m ²	29 850		
303	AWR pile lines from AWR pump house to mine workshop – including uprooting of trees under AWR lines (tar road & gravel road); 11,700 m²	50	m ²	11 700		
304	AWR pipe line from mine workshop (tar road & gravel	30	m ²	4 910		

	road) to 18 A & B Ash conveyors (Sump A area); 4,910 m²					
305	Around Plant area; 21,645 m²	50	m ²	21 645		
306	All around the Ash dam road and solution trenches; 412,000 m² (Minimum 15 grass cutters)	30	m ²	412 000		
307	18A & B ash conveyor belts: 4,000 m² (2 meters both sides of the conveyor structure and cut crass to be raked and removed)	30	m ²	4 000		
308	Piezometer lines x 18; 5,940 m²	40	m ²	5 940		
309	Overhead power lines – From ERI, Ash Dam office to Ducks pond (cutting of grass and trees); 13,500 m²	30	m ²	13 500		
310	Overhead power lines) – From Eastern Wing Dam office to Cut 1 & 2 (cutting of grass and trees; 8,000 m²	30	m ²	8 000		
311	Cut 1, Cut 2 and Ducks pond areas; 5 130 m²	50	m ²	5 130		
312	Slurry Plant areas; 2,600 m²	60	m ²	2 600		
313	CSY office area; 1 200 m²	60	m ²	1 200		
314	CSY container area; 750 m²	60	m ²	750		
315	CSY ramp areas; 1,300 m²	60	m ²	1 300		
316	CSY next to YP parking areas; 250 m²	60	m ²	250		
317	CSY solution trenches; 96,600 m²	60	m ²	91 100		

	ESKOM HOLDINGS SOC Ltd PROJECT OR CONTRACT TITLE				CONTRACT NO. _____	
	SUB-TOTAL -TOTAL C					
	<u>SUMMARY</u>					
100	PRELIMINARY					
200	WORKS INFORMATION					
300	ASH DAM AREAS					
400	TOTAL					

The total of the Prices

Document reference	Title	No of pages
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C3.2	<i>Contractor's Service Information</i>	
Total number of pages		

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The Service required from contractor is on grass cutting and maintenance; weeds removal and destroy; trees cutting and felling on request; application of herbicide for weeds; large scale removal and felling of identified alien invasive species. Contractor required to submit a weekly report. Service area include all ground surfaces or land owned by power station i.e:

- a) Station area, inside and outside boundaries (offices, Contractor yards, Coal Stock yard, ash dams, front of station, raw water dam, vaalpan and all perimeters of Kriel Power Station),
- b) The hub I Kriel town
Married quarters and KwaNala Hall,
- c) 5m along Kriel Road.
- d) Cut 1 & 2
- e) Sewage plant area

1.2 Employer's requirements for the service

The following regular works applies to applicable servicing areas:

- Cutting grass and trimming
- Edging
- Garden bed cleaning and maintenance
- Irrigation

Irrigation is an initial growth requirement for new trees and plants and a further requirement during severe climate strain. Watering will be performed manually with the aid of a portable water tank or hose. Irrigation on grass will also be required to control dust

- Weed Control (manual or chemical)

The eradication of weeds - whether manually, mechanically or by chemical means - is the responsibility of the Supplier. This will be done at identified places. Such as the security fence

Only chemicals registered under Act 36 of 1947 (Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies) may be used

The following are examples of invader weeds (not limited to):

Pampas grass
Wattle

- Pruning

Trees, shrubs and plants may require annual or periodic pruning during their lifetime. The Supplier and employer will identify which trees/plants require pruning and determine when this is to be done to the best advantage of the plant.

- Raking and sweeping and litre control

Debris in the form of leaves, grass cuttings, twigs and other garden waste will either be swept or raked into a pile, bagged and removed by the contractor before such debris becomes unsightly. The Supplier will remove all garden waste and litter to the local domestic landfill site.

Permission to enter / use the site must be arranged directly by the Supplier.

- Top dressing, levelling and rehabilitations
- Fertilising

The contractor using the correct equipment provided for this purpose, distributes the fertiliser according to recommendations at appropriate times (rainy) and with due care to ensure even spread of such fertilizer.

- Replacement of plants

Supplier will replace flowers per season and according as indicated in the price list

- Fire break maintenance

ESKOM's Contract Manager will specify the areas to be included into the fire break management plan annually. Details of what may be required will be negotiated on an annual basis. The Supplier will supply the necessary machinery and equipment required to complete the maintenance task. Preparing fire breaks may include grating, disc ploughing, brush cutting, chemical control. Eskom Contract Manager will choose preferred method per piece of land and this will included in the plan.

- In-house plant care

The Supplier will provide a continuous service of watering and attending to all in-house plants.

- Security fence

Security fence specifications: inside the fence it should be weed -free at all times due to the sensitivity of the fence control mechanism and grass must be short. The fence surrounding should be cleared, 3 meter in width, both inside and outside the fence. Erosion should be reported to the contract manager and the Security manager in writing.

Cleaning and sweeping of all Station's pavements and over garden gravels

TRACTOR REQUIREMENTS

Use head shield tractors to protect driver from dust and sun

2 Management strategy and start up.

2.1 The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

2.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

2.3 Contractor's management, supervision and key people

Experienced Supervisor with Matric, NQF level 5/6 Landscaping or Related

The workforce for this service should consist of 35 people for optimum performance, which will include Safety Officer, Site Supervisor, Pest Control officers and general workers.

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

2.5 Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;
The contract number and title;
Contractor's VAT registration number;
The *Employer's* VAT registration number 4740101508;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
(add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.7 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

2.8 Records of Defined Cost to be kept by the Contractor

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

2.9 Insurance provided by the Employer

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

2.11 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

2.12 Things provided at the end of the *service period* for the *Employer's* use

2.12.1 Equipment

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

2.12.2 Information and other things

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

2.13 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme. Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

SAFETY

SHEQ Requirements:

The Contractor complies with the following:

<p>ESKOM LIFE SAVING RULES</p>	<p>Five Cardinal Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.</p> <ul style="list-style-type: none"> • <u>Rule 1:</u> Open, Isolate, Test, Earth, Bond, And / Or Insulate before touch - that is any plant operating above 1 000 V. • <u>Rule 2:</u> Hook up at heights - no person may work at height where there is a risk of falling. • <u>Rule 3:</u> Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts. • <u>Rule 4:</u> Be sober (no person is allowed to work under the influence of drugs and alcohol. • <u>Rule 5:</u> Use a permit to work – where an authorization limitations exists, no person shall work without the required permit to work. <ul style="list-style-type: none"> • The contractor shall conduct a safety inspection and hold a meeting with all employees once per month. • The minutes of the meeting must be handed in to Eskom not later than the 4th last working day of the current month. • The contractor is responsible to ensure the safety of all employees as far as practicable without risk to their health. • The contractor must provide Eskom with a report of each employee's yearly medical screening not later than end February of every year.
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	<ul style="list-style-type: none"> • The contractor is responsible to report all safety deficiencies to Eskom immediately for action. • The Contractor must attend the monthly Main Safety meeting representing his company • The site supervisor must keep the companies Contractors Safety File updated and hand it in for Auditing purposes on a quarterly basis.
<ul style="list-style-type: none"> • Safety Equipment 	<ul style="list-style-type: none"> • Appropriate safety equipment such as a self-contained breathing apparatus, life buoys and lifelines shall be made available by the Employer's Representative at a relevant places at the plant, e.g. chlorine house, etc. The Contractor will be responsible for maintenance of this safety equipment. • Employer shall initially provide all exposed moving parts of machinery with safety guards. These guards shall be maintained and repaired by the employer. • The Contractor shall train his employees at the plants in the use of safety equipment. • No employee shall be allowed to work unaccompanied at and/or on potentially dangerous equipment and areas, e.g. chlorinating equipment / house, etc. • The contractor shall hold at least once a month a safety meeting and keep records thereof for perusal by the asset owner as and when required. The meeting will also include a work team discussion and a discussion regarding IBI. The employer will attend the meeting as and when required to ensure effective implementation of the program. Date list to be provided to the employer by the contractor. • The contractor is required to attend the station's main safety meeting which is held once a month and give feedback as required. • The minutes of the Safety and work team session meetings must be handed in to Eskom not later than the 1st working day of the next month. • The contractor must provide Eskom with a report of each employee's yearly medical screening not later than end March of the year. <p>The contractor is responsible to report all safety deficiencies to Eskom immediately for action</p>

3.2 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

ENVIRONMENTAL:

Environmental Policy	The contractor must submit Environmental Policy and proof of communicating it with the employees (Project Team). The policy should demonstrate your organization (top management)'s commitment to comply with legal and other requirements, protection of the environment through prevention of pollution and environmental degradation and continually improve environmental performance)
Environmental Aspects and Impacts Register	Aspect is an element of organization's activity, products or service which may interact with the environment and may cause negative or positive impact. While impact – refers to any change on the environment whether adverse or beneficiary
Environmental Management Plan	The contractor must develop an environmental management plan (EMP) specific to the project- Ground maintenance and horticulture services for a period of 5 years at Kriel Power Station . The EMP shall address how activities which have potential to cause environmental impacts will be managed during the lifespan of a project. Issues to be addressed include but are not limited to noise, odour, dust, air quality, water quality, erosion, use of hazardous chemicals as well as waste generated.
ENVIRONMENTAL MANAGEMENT SYSTEM	<ul style="list-style-type: none"> • All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements. • NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the contractor shall comply with during the works. • The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Kriel Power Station and any service providers. • It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve

	<p>environmental management, with the objective of improving overall environmental performance. The Contractor must consult with Kriel Environmental section on a regular basis for on-going assistance and advices.</p> <p>The EMS shall clearly cover the following areas as per ISO 14001;</p> <ul style="list-style-type: none"> • Environmental policy • Environmental legal and other requirements • Risk Assessments/Aspects & Impacts Register • Improved management of monitoring and measurement documentation (e.g. devices calibration certificates) • Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS. • Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by Eskom) as well as emergency preparedness and response procedures/plans. • The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports. • Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents. • Setting of KPI's and Contingency Plans. <p>Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.</p> <p>Audits</p> <ul style="list-style-type: none"> • Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.
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3.3 Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

QUALITY:

Quality Documents Submitted After The Contract Date	<p><i>Contractor</i> submits a fully detailed Quality Assurance Programme (QAP) for acceptance by the <i>Project Manager</i> within four weeks of the <i>Contract Date</i>.</p> <p>The documents submitted by the <i>Contractor</i> shall include the following:</p> <ul style="list-style-type: none"> • Copy of the Quality Manual • Copy of the Quality System Procedure • Copy of the Contract Quality Management Plan • Copy of Quality Control Plans • Copy of the proposed index of the QA/QC, inspection and test records • Non-conformance reports (NCR's) raised by the <i>Contractor</i>. • Notification of any planned changes to the <i>Contractor's</i> quality manual, quality system procedures, • Contract quality management plan or quality plan for acceptance by the <i>Project Manager</i> prior to implementation. • Concession/production permits applications and supporting documentation. • Data books and/or data packages.
QUALITY MANAGEMENT	<ul style="list-style-type: none"> • The <i>Contractor</i> shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises. • The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted. • By signature and acceptance of this contract the <i>Contractor</i> acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).
Contract Quality Management Plan Requirement	<ul style="list-style-type: none"> • The <i>Contractor</i> prepares a contract quality management plan that, where appropriate, indicates the following: • Indicates the interface with the <i>Contractors</i> quality system and applicable documents such as procedures and work instructions

	<ul style="list-style-type: none"> • Establishes communication channels between the <i>Contractor</i> and the <i>Project Manager</i> in respect of quality and the integration of such with the prescribed contract communication channels • Indicates how specific subcontractors will be monitored • Identifies the areas or processes requiring special controls • Identifies the <i>Contractor's</i> Management Representative and personnel responsible for the control of quality activities and their relationship to the <i>Contractor's</i> management structure • Identifies the documents which are to be submitted to the Project Manager • Indicates the <i>Contractor's</i> quality monitoring programme • The <i>Contractor</i> periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the Project Manager but will not be greater than one year. • Non-conformance reports (NCR's) raised by the <i>Contractor</i>. • Notification of any planned changes to the <i>Contractor's</i> quality manual, quality system procedures, • Contract quality management plan or quality plan for acceptance by the <i>Project Manager</i> prior to implementation. • Concession/production permits applications and supporting documentation. • Data books and/or data packages.
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4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

B-BBEE Level 1 required

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

The main contractor can subcontract 20% from Kriel Local areas to support local site development

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Subcontractors will submit to requirements from main contractor and to Eskom requirements health and safety.

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

4.2.4 Attendance on subcontractors

If any subcontractor, the subcontractor will submit to the main contractor and Eskom Safety, Quality, and Environmental requirements

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

All tools to be used must be list by supplier

4.3.2 Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

Suppliers to have a backup of spares for quick recovery

4.3.3 Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

All tools and equipment belongs to contractor

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

4.3.5 Plant & Materials provided “free issue” by the Employer

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that 'all other Plant and Materials are to be provided by the *Contractor*'.

4.3.6 Cataloguing requirements by the Contractor

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

5 Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

5.1 *Employer's* site entry and security control, permits, and site regulations

Contractor to follow National Key Point procedure, valid work permit, vehicle permit and screen for Alcohol/Covid 19 and others must be adhered to all the times.

5.2 People restrictions, hours of work, conduct and records

Contractor to work in the morning till the evening

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

5.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

5.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.6 Records of *Contractor's* Equipment.

Contractor to keep register for all recorded equipment with security management.

5.7 Equipment provided by the *Employer*

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

5.8 Site services and facilities

5.8.1 Provided by the Employer

This is a mandatory cross reference form clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

Employer to provide power, water, waste disposal bins, ablutions, fire protection and lighting. Office, park-home and tool storage shelter.

5.8.2 Provided by the Contractor

Office connection, vehicles and other necessities

5.9 Control of noise, dust, water and waste

Contractor should provide shield material to protect cars or buildings and windows when cutting the grass

5.10 Hook ups to existing works

Contractor to adhere to safety protocols

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

All areas will be inspected on regular basis or ad-hoc

5.11.2 Materials facilities and samples for tests and inspections

Inspection photos and or inspection sheet with dates

